

WHEN RECORDED PLEASE RETURN TO:

Karryn Greenleaf
 Salt Lake City Dept. Of Public Utilities
 1530 South West Temple
 Salt Lake City, Utah 84115

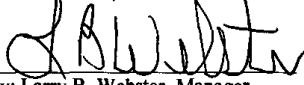
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 01/22/2004 03:39 PM 14.00
 Book - 8936 Pg - 6239-6241
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 KARRYN GREENLEAF
 SLC DEPT PUBLIC UTILITIES
 1530 S. WEST TEMPLE
 SLC UT 84115
 BY: BRN, DEPUTY - WI 3 p.

NOTICE OF AGREEMENT

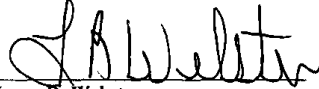
NOTICE IS HEREBY GIVEN of that certain Private Water Facilities Agreement, dated as of August 6, 2003 (the "Agreement"), by and between SALT LAKE CITY CORPORATION (the "City"), and WALKER LANE EASEMENT ASSOCIATES, LLC (the "LLC"), which Agreement governs the ownership, operation, use and maintenance of the private water pipeline (the "Facilities") providing culinary water to the residence identified on Exhibit A attached hereto and hereby made a part hereof. The Agreement provides, among other things, that: (i) the LLC (and not the City) shall be fully responsible for, and to pay all costs and expenses associated with, the ongoing operation, maintenance, repair and replacement of the Facilities, and to assume all liability associated with ownership, in perpetuity, (ii) all necessary repairs to the Facilities shall be made as soon as reasonably practicable, and in any event commenced not later than ten (10) business days following receipt by the LLC of written notice from the City that repairs are required, (iii) the City may terminate water service in the event timely repairs are not made, (iv) the City or any other party shall be permitted to connect its water main to the Facilities for the purpose of further extending water service, gridding the system, or any other lawful purpose, as long as such extension does not materially adversely affect the volume or pressure of water delivered to the users of the Facilities, (v) prior to August 1, 2013, the LLC shall have the right to allow lateral connections to the Facilities upon the person obtaining said lateral paying pro rata costs of construction of the Facilities as the LLC shall determine, (vi) after August 1, 2013, the City may authorize service connections to the Facilities upon payment by the person requesting such connection, to the LLC, of a reasonable pro-rata share of the cost of the Facilities, (vii) water service shall be subject to all applicable provisions of any and all contracts between the City and the Green Ditch Water Company, (viii) the Agreement constitutes an obligation running with the land, and (x) all further connections to the Facilities shall be subject to the prior written approval of the City, and in connection therewith (A) the LLC shall cause to be recorded in the Office of the Salt Lake County Recorder, against the property of any person seeking a new or substitute connection, a notice of the Agreement, (B) the City shall have received, in a form acceptable to the City, a written acknowledgement from the person seeking the new or substitute connection, which acknowledgement shall reference the Agreement, and which acknowledgement shall be subject to recordation by the City in the Office of the Salt Lake County Recorder against the property of the person seeking the new or substitute connection, and (C) each person seeking a new connection or substitute shall enter, or shall theretofore have entered, into a standard water service agreement with the City.

A copy of the Agreement may be obtained at the offices of the Salt Lake City Department of Public Utilities, 1530 South West Temple, Salt Lake City, Utah. This Notice does not purport to be a full or exact summary of the Agreement, and the rights and obligations of the parties thereto shall not be affected by this Notice.

WALKER LANE EASEMENT
ASSOCIATES, LLC



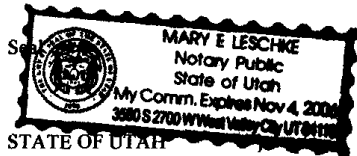
By: Larry B. Webster, Manager

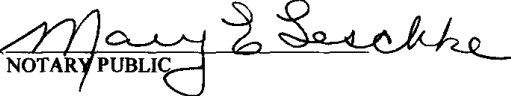


Larry B. Webster
Property Owner Obtaining Connection.

STATE OF UTAH)
): ss.
COUNTY OF SALT LAKE)


On the 19 day of Sept, 03, personally appeared before me Larry B. Webster, who signed the foregoing instrument, and he/she/they acknowledged to me that he/she/they is the Manager of Walker Lane Easement Associates, LLC, a Utah limited liability company, and that he/she/they executed the same on behalf of said limited liability company by authority of a resolution of the members or pursuant to its Operating Agreement.




NOTARY PUBLIC

STATE OF UTAH)
): ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 19 day of Sept, 03, by Larry Webster.



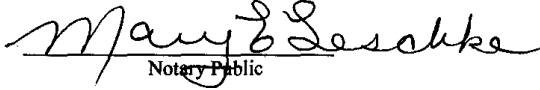

Notary Public

EXHIBIT A

[Here attach address and legal description of residence to be served, including tax parcel number.]

Comment: Type in Name of Title Holder to property (same as signature above, address of property, Legal Description of Property and Property Tax ID number given by Salt Lake County Assessor.

Record owner of property: Larry B. Webster

Address of Property: 2062 East Walker Lane, Holladay, UT 84117

Legal Description of Property: COM 886.5 FT S & 830.8 FT E FR NW COR SEC 15, T 2S, R 1E, SL MER, N 85-50'10" W 383.1 FT ALG FENCE LINE TO E LINE OF R OF W; S 9-45' E 2.58 FT; S 36- E 130 FT; S 28-30' E 82 FT; S 86- E 160 FT; S 67-34' E 114.26 FT; N 205.8 FT TO BEG.

Property Tax ID No. : 22-15-104-009-0000